



Invitation to Bid ITB F0000120

Rock Fall Mitigation

IDAHO TRANSPORTATION DEPARTMENT

Date of Issuance: April 1, 2016

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Administrative Information

IBR Title	Rock Fall Mitigation
IBR Project Description:	Rock Fall Scalers, Crane Rental with Operator and Traffic Control Services
IBR Lead:	Denise Cooley, Buyer-CPPB Idaho Transportation Department 206 N Yellowstone, Rigby ID 83442 E-mail Denise.cooley@itd.idaho.gov Phone 208 745 5652
Submit sealed bid: BIDS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY ITD PRIOR TO THE CLOSING DATE AND TIME.	Address for Courier Idaho Transportation Department 206 N Yellowstone Rigby ID 83442 Address for US Mail (if different) Idaho Transportation Department PO Box 97 Rigby, ID 83442
Deadline To Receive Questions:	5:00 p.m. Mountain Time on April 15, 2016
ITD Closing Date:	5:00 p.m. Mountain Time on April 29, 2016
IBR Opening Date:	10:30 a.m. Mountain Time on May 2, 2016
Initial Term of Contract and Renewals (service completion):	The term of this contract will be for a one (1) year period with an option to renew for three (3) additional one (1) year periods upon mutual agreement between the Contractor and Department.

1 PURPOSE

The Idaho Transportation is requesting bids for the service of Rock Fall Scalpers, Crane with Operator and Traffic Control Services on US93 Salmon ID to Montana, US26 Swan Valley ID and Palisades ID, and US20 Ashton Hill in accordance with the specifications provided below.

2 GENERAL INFORMATION, SOLICITATION INSTRUCTIONS AND STANDARD TERMS AND CONDITIONS

This solicitation is issued by the Idaho Transportation Department via: (http://itd.idaho.gov/AdminServices/NonHwyConstructionProjects/bidding_info.htm). The Idaho Transportation Department is the only contact for this solicitation. All correspondence regarding this ITB must be in writing. In the event that it becomes necessary to revise any part of this ITB addendums will be posted at the website provide above. It is the responsibility of the bidder to monitor this website for any updates or addendums. Any oral interpretations or clarifications of this ITB will not be relied upon. All changes to this ITB must be in writing and posted at to the website to be valid. Alternate bids are not allowed.

The current version of the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions are incorporated by reference into this solicitation, and any resulting contract, as if set forth in their entirety. This document can be downloaded at <http://itd.idaho.gov/AdminServices/NonHwyConstructionProjects/PDFS/ITD%20BSM%20Solicitation%20Terms%20and%20Conditions%20July%202015.pdf>; or copies obtained by contacting the solicitation's lead (see **Section 3, Inquiries**). Failure by any submitting bidder to obtain a copy of these documents will in no way constitute or be deemed a waiver by ITD of any term, condition, or requirement contained in the referenced documents; and no liability will be assumed by ITD for a submitting bidder's failure to consider the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions in preparing its response to the solicitation.

The current version of the Manual on Uniform Traffic Control Devices (MUTCD) are incorporated by reference into this solicitation, and any resulting contract, as if set forth in their entirety. This document can be downloaded at <http://mutcd.fhwa.dot.gov/>

3 INQUIRIES

Questions or other correspondence must be submitted in writing to the ITD contact listed below.

QUESTIONS MUST BE RECEIVED BY 5:00 PM Mountain Time (MT) ON THE DATE LISTED IN THE ADMINISTRATIVE INFORMATION PAGE. Timely received written questions will be answered via an addendum which will be posted to http://itd.idaho.gov/AdminServices/NonHwyConstructionProjects/bidding_info.htm.

ITB Lead: Denise Cooley, Buyer-CPPB
Phone: 208 745 5652
Fax: 208 745 6981
E-mail: denise.cooley@itd.idaho.gov

Any questions regarding the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions must also be submitted in writing, by the deadline identified in this subsection. ITD will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency);

2. Recommended verbiage for ITD's consideration that is consistent in content, context, and form with ITD's requirement that is being questioned;
3. Explanation of how ITD's acceptance of the recommended verbiage is fair and equitable to both ITD and to the party submitting the question.

Bids which condition the bid based upon ITD accepting other terms and conditions not found in the ITB, or which take exception to ITD's terms and conditions, will be found non-responsive, and no further consideration of the bid will be given.

4 POINT(S) OF CONTACT

Administrator for this solicitation and it's resulting contract is:

Bill Shaw P.E.
Idaho Transportation Department
Bill.shaw@itd.idaho.gov
Phone 208 745 5608

Contract information for ITD's Project Manager(s) will be provided to the Contractor(s) following award of the contract. The Project Manager will be the Contractor's point of contact for project specific coordination requirements.

5 SUBMISSION REQUIREMENTS

5.1 Required Bid Submission Items

Your bid submission must consist of the following:

- 5.1.1 Bid Schedule (Attachment A)**
- 5.1.2 Affidavit: Drug Free Workplace Program (Attachment B)**
- 5.1.3 Subcontractor Licensing – if applicable (Attachment C)**
- 5.1.4 Proof of Personnel Requirements**
- 5.1.5 Signature Page (Attachment D)**

5.2 Bid Submission Methods

Bids must be submitted manually (via U.S. Mail, courier/hand-delivery) in a sealed envelope/package. Do not fax or e-mail your bid. Your bid must be received at the location and by the date and time specified on the ITB Administrative Information Page. The official time, for bid closing purposes, is ITD's time clock. Alternate bids will not be allowed.

5.2.1 Submission Method Requirements

Seal all required bid submission items in a single envelope or package (be certain to include an original hand-written signature in ink OR an electronic digital I.D. on the Signature Page) and label the outside of the package as follows:

Attn: Denise Cooley-Buyer CPPB, Idaho Transportation Department
Bidder Name: (Company Name)
ITB Number:
ITB Title:
ITB Closing Date:

Bidders must provide one (1) original copy of their bid.

6 AWARD

Award will be made by groups of items (Group A, Group B, & Group C) to the responsive, responsible bidder(s) with the lowest Total Cost, as provided on **Attachment A**, Bid Schedule.

7 SITE VISIT

Before submitting a bid to the State, bidders are urged to visit the sites where the services are to be performed and fully inform themselves of all the conditions and limitations. Failure to do so will in no way relieve the successful Contractor of the responsibility in furnishing sufficient equipment and personnel to perform all duties described in the specifications without additional cost to the State.

8 HIGH WALL ROCK SCALING-ALL LOCATIONS

This work will be on natural and man-made, steep to near vertical, rock slopes. Access to the top of these slopes is generally by foot and natural anchorage points are rare. This work consists of rock slope scaling with hand tools, on loose or potentially dangerous rock from the slopes and installation of draped rock fall mesh, as directed by ITD. Additional duties under scaling may include collecting slope measurement information, such as width and length, and seeding the slope.

These specifications are the minimum mandatory specifications that your Bid must meet in order for the State to consider your Bid for award.

8.1 Personnel Requirements (Scalers)

These personnel will be responsible for both scaling and installing draped rock fall mesh. The number of qualified personnel on site must not be less than three (3), of which one (1) must be qualified to act as the Scaling Foreman and two (2) must meet the requirements of a High Wall Scaler. Apprentice Scalers will be allowed only when the other three positions are filled.

- a) **High Wall Scaling Foreman:** Must have a minimum of 2500 hours experience performing high wall scaling and installation of draped rock fall mesh. Two (2) years of experience must be in a Scaling Foreman's capacity directing the work of other high wall scalers and the installation of a minimum of four (4) draped mesh projects.
- b) **High Wall Scalers:** Must have a minimum of 1500 hours experience performing high wall scaling and installation of draped rock fall mesh.
- c) **Apprentice High Wall Scalers:** Must have all rope training needed to work safely on vertical rock slopes. Proof of 180 hours of scaling or installing draped Rock fall mesh on projects must be provided.

8.1.1 Required Submittals for Personnel Requirements

- a) Submit at time of quote submittal, qualifications of personnel that are proposed for work directly under this contract in the capacity of High Wall Scalers, Scaling Foreman, and Apprentice High Wall Scalers. Qualifications must list employee's name, scaling and mesh projects worked on, hours worked scaling and hanging draped rock fall mesh per project, and a current phone number of the owner or representative knowledgeable in the submitted individuals work on the project. Any additional training or special abilities must be included.
- b) Apprentice Scalers require the following additional submittals. Proof of training will consist of documentation of time spent being trained in rope work, photographs of individual repelling and ascending a slope, and photographs of the Scaler carrying the needed scaling equipment.

- c) Substitutions in personnel prior to commencement of work, or while the work is being performed, must be approved before mobilization. Submittals for approval must be sent directly to the Contract Administrator. The State has two weeks from the date of the bid award to respond to the submitted proposed personnel.

8.2 Working Guidelines

- a) Emergency vehicles will be allowed through the work zone as soon as safety permits based on the opinion of the scalers and scaling foreman.
- b) Scalers must be equipped with two-way radio communication that allows communication between scalers and ITD personnel.
- c) Scalers will stage their activities to allow enough time to complete a specific scaling activity in 20 minutes.
- d) Scaling will start at the top of the designated slope and proceed to bottom of slope before moving laterally across the slope.
- e) During the last work window of each day, scalers will verify that they have not left an unsafe condition by that day's scaling activities.
- f) If safety permits or otherwise approved by ITD, scalers must work on the same general area of a slope and not be spread out over a large area.
- g) Scalers will report any situation to ITD that requires traffic to be held longer than the 20-minute work window due to safety issues.
- h) Scalers will scale using a standard scaling bar and other small portable devices such as hydraulic power packs, air pillows, and air driven hand drills if approved by ITD.
- i) No cat track or other large mechanical scaling method will be allowed unless authorized by ITD.
- j) No use of explosives will be allowed.
- k) Contractor is responsible to obey by all state and federal safety requirements.

8.3 Equipment Requirements

Each of the approved scalers must provide their own equipment or have it furnished by their company. This equipment must include ropes, harnesses, carabineers, hardhat, mine-scaling bars, rope anchoring devices, anchoring equipment, belaying device such as figure eight, ascenders, and descenders or equal. Mesh installation equipment must at a minimum include pry bars, wire cutters, cable cutters, wrenches, and cable pullers, post-hole diggers and shovels.

8.4 ITD will Provide the following materials:

- a) All Rock fall mesh, cable, cable clamps, lacing wire anchor bars, grout, eye nuts, fasteners (hog ring or tiger ties), crane and other miscellaneous hardware.
- b) All fastener pliers, rock drill, drill bits and air compressor.
- c) All seed and associated materials if required.

8.5 ITD Responsibilities:

- a) Cleaning up the road surface during traffic release cycles and the removal of scaled rock from the site to an approved waste site.
- b) Clean Water Act Compliance requirements.

8.6 Method of Measurement

- a) Scaling and draped mesh installation will be tracked and paid for by the appropriate fully loaded man-hour rate, bid by the contractor.
- b) Down Time will be paid when situations outside the control of the Contractor or its operator require the scaler to leave the area temporarily at the convenience of the State or for emergency situations.

- c) All bid items covered under the agreement will be agreed to at the end of each day by mutual agreement between the Contractor's scaling foreman and the Project Manager. A signed copy of the daily work log will be provided to ITD at the end of each day.

8.7 Basis of Payment

Payment for accepted work will be made as follows:

Pay Item	Unit
Mobilization/Demobilization.	\$/Per Mile
High Wall Scaling Foreman	Man Hour
High Wall Scaler	Man Hour
Apprentice High Wall Scaler	Man Hour
Standby Time	Hour

Note: Apprentice scalers wages cannot exceed 80 percent of the fully loaded high wall scalers.

Bid price must include the following:

- a) *Mobilization / Demobilization (\$/mile). Mobilizing and demobilizing all personnel and equipment from the company headquarters to the closest town to the proposed work site. Daily travel is incidental to this item. This pay item is for the whole crew and equipment including vehicles. In the event of a prolonged weather condition that prevents inefficient or unsafe work conditions an additional mobilization/ demobilization at the Bid price will be paid for (\$/mile). This pay item will be used to compensate for moves during the course of the project where it is necessary to relocate the scaling crew to another ITD foreman area.*
- b) *Scalers, Scaling Foreman, and Apprentice Scalers hourly rates (Man Hour) will be fully burdened costs to include but not limited to per diem, lodging, ropes, harnesses and other scaling supplies.*
- c) *Standby Time will be paid for only when it is due to circumstances beyond the control of the Contractor with the exception of emergencies, or severe weather.*

9 CRANE WITH OPERATOR

Minimum Crane Requirements - US93 Salmon/Montana Location

- a) Must be a truck mounted crane, capable of setting up between picking sites in less than 40 minutes. Picking sites are generally 50 to 60 feet apart depending on the crane's reach along one side of the roadway.

- b) Crane must be able to retract its outriggers during periods when no lifting is occurring to allow traffic to pass in an adjacent lane.
- c) Crane Weight capacity must be a minimum of 35 tons.
- d) Crane Boom Length must be a minimum 130 feet.
- e) Crane must be rated for lifting occupied man baskets.
- f) Crane must be capable of booming up, down, and laterally while lifting a man basket with scalers inside.
- g) The crane must be able to move off the roadway during non-working hours. It is the crane operator's responsibility to find an adequate location for parking the crane during non-working hours excluding weekends. See Section 8.5.
- h) All associated industry accepted safety equipment for man basket work with the exception of personal fall protection used by personnel occupying the man basket.
- i) Estimated start date September 12, 2016.

9.1 Minimum Crane Requirements - US26 Palisades/Swan Valley Location

- a) Must be a truck mounted crane, capable of setting up between picking sites in less than 40 minutes. Picking sites are generally 50 to sixty feet apart along one side of the roadway.
- b) Crane must be able retract its outriggers during periods when no lifting is occurring to allow traffic to pass in an adjacent lane.
- c) Crane Weight capacity must be a minimum of 70 tons.
- d) Crane Boom Length minimum of 160 foot boom without jib.
- e) Jib minimum of 20 feet.
- f) Maximum width with outrigger extended must be no more than 30 feet.
- g) Crane must be rated for lifting occupied man baskets.
- h) Crane must be capable of booming up, down, and laterally while lifting a man basket with scalers inside.
- i) The crane must be able to move off the roadway during non-working hours. It is the crane operator's responsibility to find an adequate location for parking the crane during non-working hours excluding weekends. See Section 8.5.
- j) All associated industry accepted safety equipment for man basket work with the exception of personal fall protection used by personnel occupying the man basket.
- k) **High tension power lines are located within this work area. The contractor will be required to work within close proximity of the high tension power lines.**
- l) Estimated start date October 24, 2016.

9.2 Minimum Crane Requirements – US20 Ashton Hill MP364-369

- j) Must be a truck mounted crane, capable of setting up between picking sites in less than 40 minutes. *Picking sites are generally 50 to 60 feet apart depending on the crane's reach along one side of the roadway.*
- k) Crane must be able to retract its outriggers during periods when no lifting is occurring to allow traffic to pass in an adjacent lane.
- l) Crane Weight capacity must be a minimum of 35 tons.
- m) Crane Boom Length minimum of 130 feet.
- n) Crane must be rated for lifting occupied man baskets.
- o) Crane must be capable of booming up, down, and laterally while lifting a man basket with scalers inside.
- p) The crane must be able to move off the roadway during non-working hours. It is the crane operator's responsibility to find an adequate location for parking the crane during non-working hours excluding weekends. See Section 8.5.
- q) All associated industry accepted safety equipment for man basket work with the exception of personal fall protection used by personnel occupying the man basket.
- r) Estimated start date October 3, 2016.

9.3 Minimum Contractor Supplied Equipment and Personnel

The Contractor must supply the following:

- a) Crane and support truck.
- b) Experienced Crane operator. Crane operator must have a minimum of five years' experience operating a crane and man basket on rock fall protection projects along highways.
- c) Two way radio and batteries.
- d) All cribbing required for leveling crane on roadway.
- e) Man basket (two-man minimum).
- f) Fall protection attachment points for man basket work.
- g) All shackles, clevises, and associated equipment for performing the crane lifting requirements on this project.
- h) Spreader bar (used to lift rock fall mesh) capable of lifting mesh panels with widths of 15 feet.

9.4 Contractor Responsibilities

- a) Crane must be fully maintained and operated by the Contractor.
- b) Contractor is obligated to keep the equipment in good working order and to make all necessary repairs and adjustments without any additional cost to ITD.
- c) Contractor must provide any protective apparatus for the crane from rock impacts. Damage to the crane from rocks is not the responsibility of the state or its contractors and lies solely with the Contractor.
- d) Provide all associated industry accepted safety equipment for man basket work with the exception of personal fall protection used by personnel occupying the man basket

9.5 ITD Responsibilities and Provided Materials

- a) Gravel for placement in the roadway borrow ditch for the purpose of distributing the load of the crane through the outriggers and reducing the vertical difference between the roadway surface and the ditch bottom.
- b) Weekend parking location for crane and equipment in Salmon, Gibbonsville, Swan Valley and Aston or any nearby Idaho Transportation Department controlled materials source. Note: No guarantee against theft or vandalism is provided at these locations.
- c) Down time will be paid by ITD when situations outside the control of the Contractor force the crane to stop working for longer than 1 hour during the day with the exception of days where the crane's services are not needed entirely or partially
- d) Roadway cleanup of rocks and debris from scaling and mesh installation.

9.6 Earthwork

Major earthwork on all project sites will be the responsibility of the Contractor. No additional charges will be allowed for major earthwork on any project site.

9.7 ITD Provided Information

- a) Wire mesh rolls weigh between 1,500lb-2,000lb.
- b) Wire panels weigh 1,000lb.
- c) Maximum width of wire mesh rolls is 15' (feet).
- d) Wire Mesh rolls are not lifted to the top of the slope. Rolls are unrolled at ground level by the crane and cut to length and then lifted to the slope.
- e) The crane must be positioned as close as possible to the slope to remain functional and still allow traffic to cycle.
- f) To view project areas, access <http://pathweb.pathwayservices.com/idaho/>

9.8 Method of measurement

- a) Mobilization/Demobilization will be paid for once during the duration of the each described project. Additional mobilization fees will be paid if ITD utilizes the contract for other projects during the Contract term.
- b) Crane Work will be measured beginning when the crane moves into the traffic control area for that day's work, compensated at the hourly rate provided in the Contractor's Bid. The hourly rate for Crane Work must be fully burdened to include the equipment, operator's labor expense, lodging, and travel to and from the work site, as well as any support personnel or other expenses associated with providing the crane and operator and performing the described work.
- c) Down Time will be paid when situations outside the control of the Contractor or its operator require the crane to either leave the traffic control area temporarily at the convenience of the state or for emergency situations. Down Time will not be paid for full or partial days where the crane is not required inside the traffic control area for the purpose of lifting men or materials onto the slope.

9.9 Basis of Payment

Payment for accepted work will be made as follows:

Pay Item	Unit
Mobilization/Demobilization.	1 Lump Sum
Crane Work: Includes all associated equipment covered in section 5 above	Per Hour
Down Time	Per Hour

Note: Apprentice scalers wages cannot exceed 80 percent of the fully loaded high wall scalers.

Bid price must include the following:

Mobilization / Demobilization (\$/mile). Mobilizing and demobilizing all personnel and equipment from the company headquarters to the closest town to the proposed work site. Daily travel is incidental to this item. This pay item is for the whole crew and equipment including vehicles. In the event of a prolonged weather condition that prevents inefficient or unsafe work conditions an additional mobilization/ demobilization at the Bid item price will be paid for (\$/mile). This pay item will be used to compensate for moves during the course of the project where it is necessary to relocate the scaling crew to another ITD foreman area.

Crane Operators hourly rates (Man Hours) must be fully burdened to include all costs including but not limited to per diem, lodging, ropes, harnesses and other scaling supplies.

Standby Time will be paid for only when it is due to circumstances beyond the control of the contractor with the exception of emergencies, or severe weather.

10 FLAGGING AND TRAFFIC CONTROL-ALL LOCATIONS

Two Flaggers will be used to provide traffic control for a maintenance Contractor working on rock fall hazards and slope stabilization. The work sites will be located at several locations along US Highway 93 between Salmon, Idaho and the Montana State line. A second area of work will be along US Highway 26 between Swan Valley Bridge and the Wyoming Line and between Swan Valley and Victor Idaho along State Highway 31. A third work area along US Highway 20 Ashton Hill mile post 364-369. These three areas will be worked on at separate times throughout the duration of the Contract.

10.1 Traffic Control

The work sites must be using the following traffic control plan TA-13 out of the Manual of Uniform Traffic Control Devices (MUTCD).

a) Traffic Control Supervisor:

The state must act as the traffic control supervisor and provide one when necessary.

b) Work Zone :

Size and Location will be determined by the rock fall contractor foreman and crane operator.

c) Sign and Channelizing Device Placement:

The contractor will be responsible to set up at the beginning of every day the signs and traffic channelizing devices and remove from the roadway at the end of the every day. This will include moving the traffic control devices to each site.

10.2 Uniformed Flaggers

- a) Uniformed flaggers must be people who have successfully completed flagger training by the American Traffic Safety Services Association, National Safety Council, or other approved programs. A copy of the flaggers training certificate must be provided to the contract administrator before the flagger performs any work on the project(s). If varied personnel are to be used on different days then these flaggers must be approved in advance by the contract administrator.
- b) Vests will be supplied by the vendor.
- c) Depending upon the job site, for their personal safety, flaggers should wear hard hats. Safety equipment must be provided by the vendor.
- d) Flaggers must be English speaking and be able to communicate clearly and effectively with fellow workers, the traveling public, and State representatives.
- e) Flaggers must be courteous but firm in their mannerism and professional in their activities. Behavior not adhering to these guidelines will be cause for removal from the job site, and replacement of the flagger is the responsibility of the Contractor and must be made within two (2) hours.
- f) Flaggers or the Contractor must provide transportation in order to change work location as/if required during the work day. Vehicles must be licensed and in full working order. Vehicles must have a functioning strobe/ beacon light, magnetic or permanently mounted.
- g) Flaggers must be aware of their traffic control responsibilities and demonstrate same by safe and expeditious vehicular traffic movement, to include construction vehicles.
- h) The vendor must supply Flaggers with two-way radios and batteries.
- i) No electronic music devices, umbrellas or chairs will be allowed at the flagging site. Flaggers must face on-coming traffic at all times.
- j) Cellular or Smart Phones will be allowed to be carried on the flaggers person but are to be used only for emergency purposes or for communication with their company, while "on the job."
- k) Flaggers must be expected to work in inclement weather and should have appropriate clothing for such conditions.

10.3 ITD Responsibilities and Provided Materials

- a) Traffic Control Plan
- b) Traffic control supplies during working hours, signs, sign bases, cones, candles, and barrels as detailed in the traffic control plan, setup and teardown.

10.4 Coordination of Work:

The Scaling Foreman will act as the prime contractor and the states representative to coordinate work between themselves and the crane operator and flaggers. Conflicts will be settled by the contract administrator.

Contract Administrator
Bill Shaw P.E.
208 745 5608
E-mail Bill.shaw@itd.idaho.gov

10.5 Method of Measurement.

- a) Flagging must be paid for by the hour as a fully loaded rate to include all costs to the employer for each employee. Wages, benefits, lodging, travel, and subsistence for the flaggers must be included in the quote item-Flaggers. Proof of wages, subsistence payments, lodging reimbursement must be submitted with each invoice.
- b) Downtime must be paid for when situations outside the control of the flaggers force the stoppage of work and the removal of the traffic control devices from the roadway for longer than 1 hour during the day with the exception of days where the flaggers are not needed. This will not cover full or partial days where the flagger is not required to provide traffic control.
- c) Set Up and Tear Down must be paid by the day.

10.6 Basis of Payment

Payment for accepted work will be made as follows:

Pay Item	Unit
Flaggers	Per Hour
Flagger Downtime	Per Hour
Traffic Control Vehicles	Per day
Traffic Control Setup and Tear Down	Each Occurrence

Traffic Control hourly rates must be fully burdened to include, but not limited to, per diem, and lodging.

Downtime will be paid only when it is due to circumstances beyond the control of the contractor and with the exception of emergencies, or severe weather.

10.7 Worksite Cleanup

The Contractor must keep work areas free of waste materials excluding roadway cleanup of rocks and debris. Upon completion of work, all waste, tools, supplies, and materials must be removed from ITD's premises.

10.8 Work not noted, detailed, or specified

All work required for completion must be included in the bid. Where minor portions of required work are not noted, detailed, or specified, such work must be done in accordance with proven construction practice or accepted industry standards at no additional cost to ITD. The Contractor will be held responsible for verification of existing job conditions prior to bid; no additional cost will be awarded to the Contractor for failure to verify existing field conditions. Discrepancies or questions arising between actual field conditions and contract documents must be submitted in writing to the contract administrator.

11 COST

Provide your fully burdened Total Cost on **Attachment A**, Bid Schedule.

12 PAYMENT & BILLING

The Contractor must submit invoices to the ITD billing location provided below, for the quantity delivered and accepted. ITD will render payment for a properly executed invoice NET thirty (30) days from the date of the invoice, for pay items accepted by ITD.

Invoices must include the following information:

- Contract Number (and name of project/product, if appropriate)
- Identification of Billing Period.
- Total amount billed for the billing period.
- Detailed description of services/products provided and associated # of hours/\$ amounts, as appropriate.
- Name of authorized individual/contact information for Contractor

Invoices must be submitted to:

Idaho Transportation Department
Attn: Shawn Enright
PO Box 97
Rigby, ID 83442
Shawn.enright@itd.idaho.gov

13 CONTRACT MONITORING

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have seventy-two (72) hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions.

If ITD is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

14 BID GUARANTY

No bid will be considered unless accompanied by a 5% Bid Bond of the character and in an amount not less than the amount indicated on the bid, to be forfeited if the Bidder, upon acceptance of bid, fails or refuses to enter into a contract within fifteen (15) days after the presentation of the contract by ITD for execution and to furnish the required bond.

Bid Bonds must be submitted on the most current version of The American Institute of Architects (AIA) Document 310, signed by the Bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the Bid Bond.

Guarantees submitted via any other obligation will NOT be considered and the bid will be rejected.

Please note: Bonding Surety must be registered and licensed with the Idaho Department of Insurance at the time of bid closing. Bid Guaranty will not be accepted if Surety is not registered and licensed in Idaho, and bid will be deemed non-responsive and rejected.

15 RETURN OF BID BOND

Bid guaranties will be returned within 10 days following the award of contract, and that bid guaranty of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed

16 SURETY BOND REQUIREMENTS

The apparent successful bidder must furnish a performance bond and a payment bond each in the amount of the contract, within fifteen (15) calendar days upon receipt of the contract from ITD.

Performance and Payment Bonds must be submitted on the most current version of The American Institute of Architects (AIA) Document 312, signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bonds. Guarantees submitted via any other obligation will NOT be accepted.

The Bonding Surety must be registered and licensed with the Idaho Department of Insurance. Performance and Payment bonds will not be accepted if the Surety is not registered and licensed in Idaho, and the contract will not be executed by ITD.

17 DRUG-FREE WORKPLACE PROGRAM

Bidders must submit an affidavit (see **Attachment B**), certifying compliance with Section 72-1717, Idaho Code, requiring the Contractor and its subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the Contract.

18 LICENSING OF CONTRACTORS

The Contractor, and any subcontractors, must possess the appropriate public works contractor license in accordance with Title 54, Chapter 19, Idaho Code, as amended.

The Contractor, and any subcontractors required to be listed in the bid proposal must possess the license by the date and time of bid submission.

19 SUBCONTRACTORS

The Contractor cannot sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion of the contract, or the right, title, or interest in the contract without the ITD's written consent. If ITD consents to

subletting a portion of the work, the Contractor must use its own organization to perform work amounting to at least twenty percent (20%) of the original contract amount.

If subcontracting is proposed, the bidder must complete **Attachment C**, Subcontractor Licensing, giving the name, address, and Public Works Contractors License Number for any and all companies who will, in the event the bidder secures the contract, complete the plumbing, electrical, or HVAC work under the contract in accordance with Section 67-2310, Idaho Code.

Companies must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which they are named.

Note: Section 67-2310, Idaho Code, also states "No general contractor must name any subcontractor in his bid unless the general contractor has received communication from the subcontractor."

20 COMPLIANCE WITH

20.1 2012 ITD Standard Specifications for Highway Construction

The 2012 ITD Standard Specification for Highway Construction and the most current Quality Assurance Manual are incorporated by reference where applicable to this solicitation.

The 2012 ITD Standard Specification for Highway Construction is available for \$30.00 plus tax. Contact ITD at 334-8430 to purchase, or visit: <http://itd.idaho.gov/manuals/ManualsOnline.htm>, to download both the 2012 ITD Standard Specification for Highway Construction and the Quality Assurance Manual.

20.2 ITD Policy Compliance

The following ITD policies apply to this contract when the Contractor is performing work at an ITD facility or when using ITD equipment or other property. These policies will remain in force for the duration of the contract:

5055	Harassment in the Workplace policy
5523	Alcohol and Drug-free Workplace policy
5510	Computer, E-Mail, and Internet Usage policy
5033	Workplace Violence Policy

These policies are provided at:

<http://itd.idaho.gov/AdminServices/NonHwyConstructionProjects/PDFS/ITD%20Policy%20Compliance%20Dec%202015.pdf>, and incorporated in this agreement. It is the Contractor's responsibility to read, understand and comply with these policies; one hundred percent (100%) compliance is mandatory. Furthermore, Contractor is responsible for ensuring that all their employees and subcontractors adhere to these policies. ITD reserves the right to remove from its premises, at any time, any Contractor or his/her employee or subcontractor that fails to follow these policies. ITD also reserves the right to remove its property, at any time, from any Contractor or his/her employee or subcontractor that fails to follow these policies.

All Contractor's employees and subcontractors are required to wear identification badges at all times while on the ITD's premises. The Contractor and its employees or subcontractors are not employees of ITD, but ITD retains the right to control its own work place and the use of its property.

21 PRICE ADJUSTMENT CLAUSE

Prices must be firm against any increase and decrease for one (1) year from effective date of the Contract. A price adjustment will be considered for each Contract renewal period thereafter. If a price increase is requested, the Contractor must notify ITD's Contract Administrator at least ninety (90) calendar days in advance and provide supporting documentation of industry wide increases. Increases will be limited to the actual cost increase to the Contractor.

22 RECORDS MAINTENANCE

The Contractor must maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor pursuant to the Contract. These records must be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

23 AUDIT RIGHTS

The Contractor agrees to allow State and Federal auditors and ITD purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

24 INSURANCE REQUIREMENTS

Within fifteen (15) calendar days of notification of award (or such other time as designated by the Purchasing Activity), the apparent successful bidder must provide certificates of insurance required herein and must maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the fifteen (15) calendar day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.

The Contractor must carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor cannot commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor must keep in force all required insurance until the contract is terminated.

1.1 Commercial General and Umbrella Liability Insurance. Contractor must maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it must apply separately to this Contract.

1.1.1 CGL insurance must be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and must cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

1.2 Commercial Automobile and Commercial Umbrella Liability Insurance. The Contractor must maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance must cover liability arising out of any auto (including owned, hired, and non-owned autos).

1.2.1 Bidders may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid if the bidder will not use any owned, hired or non-owned vehicles to conduct business under the contract, if it is awarded the contract, and the State of Idaho will consider the request. If the bidder submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of bids or proposals, the State of Idaho may not consider the request.

1.3 Workers Compensation Insurance and Employer's Liability. The Contractor must maintain workers compensation and employer's liability. The employer's liability must have limits not less than \$500,000 each accident for bodily insurance by accident or \$500,000 each employee for bodily injury by disease.

1.3.1 The Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

1.4 State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract must include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

1.4.1 The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

1.4.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

1.5 Notice of Cancellation or Change: The Contractor must ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the ITD in accordance with the policy provisions.

1.6 The Contractor must further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, will not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.

1.7 Acceptable Insurers and Deductibles: Insurance coverage required under the Contract must be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor must be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and must provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

Waiver of Subrogation: All policies must contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.

Attachment A – Bid Schedule

ITB F0000120 Rock Fall Mitigation

Company Name of Bidder: _____

Contact Name/Phone: _____

Contact E-mail: _____

Provide your fully burdened Total Cost for providing the Salmon ID and Swan Valley ID Rock Fall Mitigation specified in this solicitation:

US93 Salmon to Montana Location (Group A)

ITEM	<u><i>Pay Item-Scalers</i></u>	UNIT	ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
1 Section 7	Mobilization/Demobilization	Per Mile	400	\$	\$
2 Section 7	High Wall Scaling Forman	Man Hour	120	\$	\$
3 Section 7	High Wall Scaler	Man Hour	120	\$	\$
4 Section 7	Apprentice High Wall Scaler	Man Hour	120	\$	\$
5 Section 7	Standby Time	Hour	10	\$	\$
ITEM	<u><i>Pay Item-Crane With Operator</i></u>	UNIT	ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
6 Section 8	Mobilization/Demobilization	Lump Sum	1	\$	\$
7 Section 8	Crane Work: Includes all associated equipment covered in section 5 above	Per Hour	60	\$	\$
8 Section 8	Down Time	Per Hour	10	\$	\$
ITEM	<u><i>Pay Item-Traffic Control & Flagging</i></u>	UNIT	ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
9 Section 9	Flaggers/Traffic Control	Man Hour	240	\$	\$
10 Section 9	Flagger Down Time	Per Hour	10	\$	\$
11 Section 9	Traffic Control Setup and Tear Down	Each	15	\$	\$
TOTAL COST					\$_____

Attachment A Continued

US26 Swan Valley ID to Palisades ID (Group B)

ITEM	<u><i>Pay Item-Scalers</i></u>	UNIT	ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
1 Section 7	Mobilization/Demobilization	Per Mile	400	\$	\$
2 Section 7	High Wall Scaling Forman	Man Hour	80	\$	\$
3 Section 7	High Wall Scaler	Man Hour	80	\$	\$
4 Section 7	Apprentice High Wall Scaler	Man Hour	80	\$	\$
5 Section 7	Standby Time	Hour	5	\$	\$
ITEM	<u><i>Pay Item-Crane With Operator</i></u>	UNIT	ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
6 Section 8	Mobilization/Demobilization	Lump Sum	1	\$	\$
7 Section 8	Crane Work: Includes all associated equipment covered in section 5 above	Per Hour	40	\$	\$
8 Section 8	Down Time	Per Hour	5	\$	\$
ITEM	<u><i>Pay Item-Traffic Control & Flagging</i></u>	UNIT	ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
9 Section 9	Flaggers/Traffic Control	Man Hour	160	\$	\$
10 Section 9	Flagger Down Time	Per Hour	10	\$	\$
11 Section 9	Traffic Control Setup and Tear Down	Each	30	\$	\$
TOTAL COST					\$

Attachment A Continued

US20 Ashton Hill MP 364-369(Group C)

ITEM	<u><i>Pay Item-Scalers</i></u>	UNIT	ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
1 Section 7	Mobilization/Demobilization	Per Mile	120	\$	\$
2 Section 7	High Wall Scaling Forman	Man Hour	80	\$	\$
3 Section 7	High Wall Scaler	Man Hour	80	\$	\$
4 Section 7	Apprentice High Wall Scaler	Man Hour	80	\$	\$
5 Section 7	Standby Time	Hour	100	\$	\$
ITEM	<u><i>Pay Item-Crane With Operator</i></u>	UNIT	ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
6 Section 8	Mobilization/Demobilization	Lump Sum	1	\$	\$
7 Section 8	Crane Work: Includes all associated equipment covered in section 5 above	Per Hour	30	\$	\$
8 Section 8	Down Time	Per Hour	5	\$	\$
ITEM	<u><i>Pay Item-Traffic Control & Flagging</i></u>	UNIT	ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
9 Section 9	Flaggers/Traffic Control	Man Hour	80	\$	\$
10 Section 9	Flagger Down Time	Per Hour	5	\$	\$
11 Section 9	Traffic Control Setup and Tear Down	Each	10	\$	\$
TOTAL COST					\$ _____

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE

Attachment B – Affidavit: Drug Free Workplace Program

ITB F0000120 Rock Fall Mitigation

STATE OF _____

COUNTY OF _____

The undersigned being duly sworn upon oath deposes and says that _____
(Contractor Name)

complies with the provisions of Section 72-1717 Idaho Code (Drug Free Workplace program); that

_____ provides a drug-free workplace program that complies with the
(Contractor Name)

provisions of Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life this contract

and that _____ will subcontract work only to
(Contractor Name)

subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, in the year _____.

Commission expires: _____

NOTARY PUBLIC, residing at

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE

ATTACHMENT C– Subcontractor Licensing

ITB F0000120 Rock Fall Mitigation

Provide the names, addresses, public works contractor license numbers, and contract amounts of the Contractor or Subcontractor(s) who will do the plumbing, electrical, or HVAC work under the contract.

A. **Plumbing work by:** _____ *residing at:*
_____, *whose Idaho Public Works Contractors License No. is:* _____,
whose State Plumbing Bureau License No. is: _____. *Amount: \$*_____

B. **Electrical work by:** _____ *residing at:*
_____, *whose Idaho Public Works Contractors License No. is:* _____,
whose State Electrical Bureau License No. is: _____. *Amount: \$*_____

C. **HVAC work by:** _____ *residing at:*
_____, *whose Idaho Public Works Contractors License No. is:* _____,
whose HVAC License No. is: _____. *Amount: \$*_____

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE IF SUBCONTRACTING



Attachment D – Signature Page

Idaho Transportation Department
District 6-Supply
P.O. Box 97
Rigby, ID 83442

NO LIABILITY WILL BE ASSUMED BY THE IDAHO TRANSPORTATION DEPARTMENT FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

Mail your quotation package to: Idaho Transportation Department
ATTN: Denise Cooley
P.O. Box 97
Rigby, ID 83442

FedEx, UPS, or other Couriers: Idaho Transportation Department
ATTN: Denise Cooley
206 N. Yellowstone
Rigby, ID 83442

OR

Email or Fax: ATTN: Denise Cooley
E-mail: denise.cooley@itd.idaho.gov
Fax: 208 745 6981

This RFQ response is submitted in accordance with all documents and provisions of the specified RFQ Number and Title provided below. By my signature I accept the terms, conditions, and requirements contained in the solicitation, including but not limited to, the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS and the SOLICITATION INSTRUCTIONS TO VENDORS in effect at the time this RFQ was issued, as incorporated by reference into this solicitation; as well as any SPECIAL TERMS AND CONDITIONS incorporated in the solicitation documents (e.g. Software, Telecommunications, Banking, etc.). As the undersigned I certify I am authorized to sign and submit this response for the named Vendor. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

RFQ Number: F0000120 RFQ Rock Fall Mitigation

VENDOR (Company Name): _____

ADDRESS: _____

CITY, ST, ZIP: _____

PHONE: _____ FAX: _____ EMAIL: _____

Signature

Date

Printed Name

Title